**CUSTODY AGREEMENT**

### BACKGROUND:

A. This Custody Agreement is for the child of the following Parties:

* [Insert Name of First Party]
* [Insert Address of First Party]
* [Insert Name of Second Party]
* [Insert Address of Second Party]

B. There is 1 child of the union between the Parties, as follows:

* [Insert Name of Child], born on [Insert Date]

**I. CHILD CUSTODY AND VISITATION**

1. The Parties agree to amend and modify the current custody and parenting time arrangement.
2. The Parties agree that they will share the costs associated with transporting the child to and from all visitations.
3. The Parties agree that neither Party will change the residence of the child without adequate prior written notification. The Parties further agree that this visitation and custody agreement will be revisited and reassessed if either Party relocates and the new residence makes the current agreement impossible or unfeasible to manage. The Parties agree to provide one another with their current phone number and physical address for the purposes of coordination and scheduling.

**II. ADDITIONAL COORDINATION DETAILS**

1. Both Parties are entitled to important information regarding the child including, but not limited to, the current address and telephone number, education, medical, governmental agency, psychological, and law enforcement records.
2. Information about the child's progress in school and any school activities is equally available to both Parties.
3. Both Parties are encouraged to consult with school staff regarding the child's welfare and education.
4. Both Parties will immediately notify each other regarding any emergency circumstances or substantial changes in the health of the child.
5. Both Parties will provide each other with contact numbers and addresses and will notify each other of any change in that information within 72 hours of such change. If either parent takes the child to live for an extended period of time longer than one month at a location other than their usual place of residence, they will provide the other Party with an emergency contact phone number.
6. Both Parties and the child shall have the right to communicate by telephone, writing, or e-mail in an age-appropriate manner and frequency during reasonable hours without excessive interference or monitoring by the other parent.
7. Whenever possible, the Parties that agree if and when disputes arise between them, they shall discuss the issues and attempt to reach an agreement based on what is best for the child at that particular time.

**III. GENERAL PROVISIONS**

1. The Parties will promptly sign and give to the other all documents necessary to give effect to the terms of this Agreement.
2. This Agreement contains the entire agreement between the Parties about their relationship with each other. It replaces any earlier written or oral agreement between the Parties.
3. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.
4. In the event that a dispute arises regarding this Agreement, the Parties will try to resolve the matter through negotiation or mediation before initiating a court action.
5. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for any reason, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.
6. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.
7. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.
8. The headings of this Agreement form no part of it and have been included only for convenience.
9. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.
10. If the Parties reconcile, the terms of this Agreement will remain in effect unless the Parties revoke it in writing.
11. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.
12. The law of Alabama will govern the interpretation of this Agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures.

SIGNED by [Insert Name of First Party]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Name of First Party]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS

SIGNED by [Insert Name of Second Party]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Name of Second Party]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_
DATE

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS

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WITNESS